

To: Scalise, Laura[Scalise.Laura@epa.gov]
From: Cooper, Geoff
Sent: Fri 9/15/2017 5:58:25 PM
Subject: RE: NDA/FTCA
Water Gen MTA MARKED 140917 LS + gc 150917.docx

Hey Laura,

I had a single mark-up on the MTA (last paragraph in section 5, giving them 30 days to review for CBI problems, but not to approve) and no more on the NDA. I suppose you can send them to Ardra. Right?

Have a great vacation if I don't hear from you before I leave.

Geoff

From: Scalise, Laura
Sent: Thursday, September 14, 2017 4:28 PM
To: Cooper, Geoff <Cooper.Geoff@epa.gov>
Subject: RE: NDA/FTCA

Hi Geoff.

I added a couple things to the NDA. We want to be clear that the CRADA is the governing document, not the MTA.

Here is the mark-up on the MTA.

Please give me comments and edits if you will, and I'll send these to Liat tomorrow, with the CRADA I sent her 6 weeks ago.

There is a section in the MTA I want the Lab to look at. The clause about not opening up the unit. I have a comment there you can see. I'll send them the MTA tomorrow, as well.

I'm leaving shortly. I'm working from home tomorrow.

*"Everything should be made as simple as possible,
but not simpler." - Albert Einstein*

Laura Scalise

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From: Cooper, Geoff
Sent: Thursday, September 14, 2017 3:33 PM
To: Scalise, Laura <Scalise.Laura@epa.gov>
Subject: NDA/FTCA

Here's my mark up (just a few) of their mark up of our non-disclosure agreement. And here's some language that I've used to replace the usual indemnity language in agreements:

“Any third party civil action based in whole or in part on a cause of action for damages resulting from work performed under this MTA will be governed by the Federal Tort Claims Act, as amended.”

